

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.05-007
ANNUAL REQUIREMENTS FOR
QUICK COPY SERVICES

DATE: September 1,2005

CONTRACT PERIOD: March 1,2005 thru Feb.28,2006

CONTRACTOR: FedEx Kinko's Office & Print Services, Inc. (402) 441-7410
4747 Old Cheney Road, Ste. A
Lincoln, NE 68516

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508

Company Representative: Brad Reynders
Telephone No.: 402-420-2815
FAX No.: 402-420-2791
E-Mail Address: brad.reynders@fedexkinkos.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER PROPOSAL AND CONTRACT SIGNED AND DATED MARCH, 2005

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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E.O. #

Dated:

Copy for Purchasing

Original Contract to: Contractor
Public File
Purchasing

CONTRACT DOCUMENTS

CITY OF LINCOLN

NEBRASKA

FOR

Specification #05-007

ANNUAL REQUIREMENTS FOR
QUICK COPY SERVICES

CONTRACTOR: FedEx Kinko's Office and Print Services, Inc.,
Dallas, TX 75240

CITY OF LINCOLN, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this ____ day of _____, 2005, by and between FedEx Kinko's Office and Print Services, Inc., 13155 Noel Road, Ste 1600, Dallas, TX 75240 hereinafter called "Contractor", and the City of Lincoln, Nebraska, hereinafter called the "City".

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Requirements for quick copy and/or offset printing and related services, including: supplies, equipment, and delivery/pick up to/for City of Lincoln Departments and Divisions. This Agreement is for the Quick Copy portion of the project.

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Request for Proposal #05-007, Annual Requirements for Quick Copy and/or Offset Printing Services for the City of Lincoln and Lancaster County.

The Work included in this Contract shall for the annual requirements beginning March 1st, 2005 through Feb. 28th, 2006.

- a. The City, at their discretion and with mutual consent from the Contractor, may extend the period of this agreement up to three (3) additional years, in one (1) year increments.
- b. The Contractor shall be notified in writing by the Purchasing Agent of the City's intention to extend the contract

period at least thirty (30) days prior to the expiration of the original contract period.

The Contract Documents comprise the Contract, and consist of the following:

1. The Specifications - **Exhibit 1**
 - 1.1 General Terms & Conditions
 - 1.2 Contractor Requirements
 - 1.3 Proposal Specifications
 - 1.4 Evaluation and Award
 - 1.5 Cancellation
2. The Accepted Proposal - **Exhibit 2** including **Addendum #1** - Specific to this contract
3. The Contract
4. Insurance requirements for all Contracts - **Exhibit 3**

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the City do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:


City of Lincoln Attorney

CITY OF LINCOLN, NEBRASKA


Mayor

Dated: Sept 1, 2005

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Fedex Link's Office + Print Services, Inc.
Name of Corporation

ATTEST:

Asst.


Secretary

(SEAL)

Address

By: 

Duly Authorized Official

08-01-05

Legal Title of Official

ADDENDUM #1
To "Exhibit 2" - Contractor's Price Proposal

SPECIFICATION #05-007 - Quick Copy Services

AGREEMENT BETWEEN: FedEx Kinko's Office and Print Services, Inc. and City of Lincoln, NE

FOR: the purpose of modifying terms and conditions offered in the original response from Contractor for Specification #05-007

This Addendum is hereby entered into by and between FedEx Kinko's Office and Print Services, Inc. a corporation ("Contractor"), for the purpose of amending a Proposal Response Dated 01/19/05 ("Exhibit 2"), a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, City of Lincoln (City) has caused to be prepared, in accordance with law, Specifications, Plans, and other documents for a request to provide Quick Copy Services for the City of Lincoln and Lancaster County. Specification #05-007, and has caused to be published and advertisement for and in connection with said Work; and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined the Contractor to be the most responsive, responsible Proposer for said Work; and

WHEREAS, the City having examined the Proposal has negotiated with the Contractor to include the following amended details of the Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) **Exhibit B, page 17, "EXCEPTIONS TO TERMS AND CONDITIONS"** - The City accepts your proposed addition of:

"14. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS." As stated on page 17 in the proposal response.

- 2) **Exhibit B, page 17, "EXCEPTIONS TO TERMS AND CONDITIONS"** - The following language will be added to the contract:

"15. LIMITATION OF LIABILITY. In no event will either party be liable to the other for lost profits, special, incidental, punitive, consequential or indirect damages (including lost profits) arising under this contract, whether based in contract, tort (including negligence), intended conduct or otherwise, even if that party has been advised of the possibility of such damages.

The aggregate amount of any liability of Contractor for any claim(s) arising from or relating to this contract will not exceed, in any event, one Million Dollars (\$1,000,000.00)."

- 3) All other terms of the Contract and Proposal Response (Exhibit 2), not in conflict with this Addendum, remain in effect.

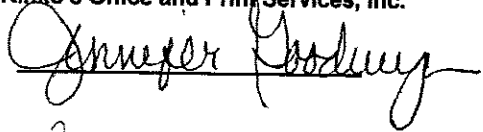
The Parties to the Agreement do hereby agree that all the terms and conditions of this Addendum to the Agreement shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Addendum #1.

EXECUTED this ____ day of _____, 2005

FedEx Kinko's Office and Print Services, Inc.

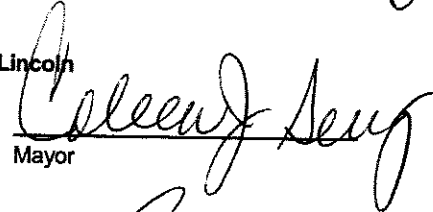
BY:



EXECUTED this 1st day of Sept., 2005

City of Lincoln

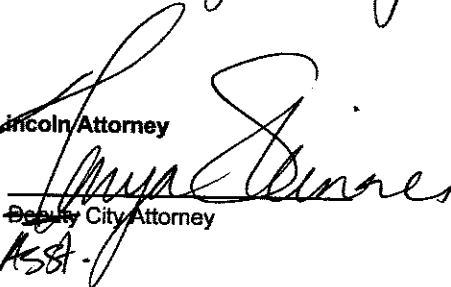
BY:


Mayor

APPROVED AS TO FORM this 30th day of July, 2005

City of Lincoln Attorney

BY:


Deputy City Attorney
ASS.

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CATEGORY I – ADDITIONAL PROJECTS AND SERVICES

This proposal response schedule is not designed to be an all-inclusive composite of the offset printing (copying) needs for the City/County; we estimate between 10%-15% of our needs will not be accommodated by the prices secured in the proposal schedule. We are asking for a cost plus commitment from interested vendors who wish to produce work outside of the proposal response schedule set forth herein.

- 3.1.1 To produce work not listed in the proposal schedule, I/We extend the City/County the following "Cost Plus" offer:

COST PLUS _____ %

DEFINE HOW COST WILL BE FIGURED: _____

FedEx Kinko's Response:

Cost will be figured on a Retail Minus 40%.

- 3.1.2 Do you currently have the ability to perform document preparation and finishing services including preparation for digital publishing, desktop publishing, and paste up services?

3.1.2.1 Direct Imaging to Film/Plate:

_____ Yes: _____ /hr. _____ No

3.1.2.2 Desktop Publishing:

_____ Yes: _____ /hr. _____ No

3.1.2.3 Paste up services:

_____ Yes: _____ /hr. _____ No

FedEx Kinko's Response:

3.1.2.1 Direct Imaging to Film/Plate:

☐ Yes _____ / hr. ☒ No

3.1.2.2 Direct Imaging to Film/Plate:

☒ Yes \$45.00 / hr. ☐ No

3.1.2.3 Direct Imaging to Film/Plate:

☒ Yes \$45.00 / hr. ☐ No

- 3.1.3 The City/County shall occasionally have need of the following:

3.1.3.1 \$ _____ /hr. for: Minor changes from an existing printed sample (1-10 words).

3.1.3.2 \$ _____ /hr. for: Medium changes from an existing printed sample (paragraphs).

3.1.3.3 \$ _____ /hr. for: Type Setting an entire new document.

FedEx Kinko's Response:

3.1.3.1 \$45.00 / hr. for: Minor changes from an existing printed sample (1-10 words).

3.1.3.2 \$45.00 / hr. for: Medium changes from an existing printed sample (paragraphs).

3.1.3.3 \$45.00 / hr. for: Type Setting an entire new document.

- 3.1.4 Do you provide free delivery and pick up of art work and finished printed materials? (See Attachment B for possible delivery locations)

COMMENTS: _____ YES _____ NO

FedEx Kinko's Response:

☒ Yes

FedEx Kinko's maintains a fleet of delivery vans to provide prompt delivery from our print centers to our customers by our couriers, who are fully trained FedEx Kinko's team members. Our pick up and delivery times are flexible to meet your needs Monday through Friday. We will work together to design the system that is the most efficient by leveraging our local vans and full-time drivers. Additionally, orders can be placed 24 hours a day via e-mail.

QUICK COPY PRICE PROPOSAL

CATEGORY I - STANDARD QUICK COPY				
ITEM	DESCRIPTION	8.5" X 11"	8.5" X 14"	11" X 17"
1.1	20# Commodity Grade (#3) Bond Paper, 1-C, 1-S:	.026	.026	.03
1.2	20# Commodity Grade (#3) Bond Paper, 1-C, 2-S:	.044	.044	.05
1.3	20# Pastel/Bright/Laser Paper, 1-C, 1-S:	.034	.034	.04
1.4	20# Pastel/Bright/Laser Paper, 1-C, 2-S:	.049	.049	.055
1.5	70# Card Stock, 1-C, 1-S:	.062	.062	.125
1.6	70# Card Stock, 1-C, 2-S:	.08	.08	.16
1.7	65# Card Stock, 1-C, 1-S:	.062	.062	.125
1.8	65# Card Stock, 1-C, 2-S:	.08	.08	.16
1.9	Resume or Executive 24# Laser Grade, 1-C, 1-S:	.06	.06	.10
1.10	Resume or Executive 24# Laser Grade, 1-C, 2-S:	.078	.078	.119
1.11	Customer provided paper, 1-C, 1-S:	.026	.026	.03
1.12	Customer provided paper, 1-C, 2-S:	.044	.044	.05
1.13	Standard 20# bond, 3-hole punched, 1-C, 1-S:	.026	.026	.03
1.14	Standard 20# bond, 3 hole punched, 1-C, 2-S:	.044	.044	.05

CATEGORY II - SPECIALTY QUICK COPY				
ITEM	DESCRIPTION	8.5" X 11"	8.5" X 14"	11" X 17"
2.1	Standard Grade Transparency, 1-C, 1-S:	.30	N/A	N/A
2.2	2-Part NCR, Standard (W/Y), 1-C, 1-S:	.12	.129	.152
2.3	3-Part NCR, Standard (W/Y/P), 1-C, 1-S:	.17	.21	.24
2.4	4-Part NCR, Standard (W/Y/P/), 1-C, 1-S:	.24	.285	.31
2.5	Tabs (per set of 5), 1-C, 1-S:	.60	Bid	Bid
2.6	Tabs (per set of 5), 3-hole punch, 1-C, 1-S:	.60	Bid	Bid

CATEGORY III - COLOR COPIES				
ITEM	DESCRIPTION	8.5" X 11"	8.5" X 14"	11" X 17"
3.1	20# Commodity Grade (#3) Bond Paper, COL, 1-S:	.39	.39	.54
3.2	20# Pastel/Bright/Laser Paper, COL, 1-S:	.39	.39	.54
3.3	Cardstock/Text Gloss, COL, 1-S:	.49	.49	.59
3.4	Card Stock Glossy, 8pt or 10pt, COL, 1-S:	.59	.59	.69
3.5	Resume or Executive 24# Laser Grade, COL, 1-S:	.43	.43	.54
3.6	Customer provided paper, COL, 1-S:	.39	.39	.54
3.7	Standard 20# bond, 3-hole punched, COL, 1-S:	.43	.43	.54

CATEGORY IV - BINDING SERVICES				
ITEM	DESCRIPTION	NO COVERS	CARDSTOCK COVERS	VINYL COVERS
4.1	Plastic Comb	.60	.60	1.11
4.2	Coil Bind	.55	.55	1.01
4.3	Thermo-Tape or Velo Bind	.55	.55	N/A

CATEGORY V - FINISHING SERVICES			
ITEM	DESCRIPTION	COST/PIECE	COMMENTS
5.1	Machine folding	.01	
5.2	Hand folding	.04	
5.3	Machine staple	N/C	
5.4	Hand staple	.02	
5.5	Hand collating	.02	
5.6	Hand inserting	.02	
5.7	Padding	.25	Paper Not Included
5.8	Pouch Lamination (8.5 x 11)	.39	
5.9	Pouch Lamination (11 x 17)	.49	
5.10	Roll Lamination (per sq. ft.)	.34	
5.11	Paste-up	.50	
5.12	Cutting (per 500 sheets of paper)	.25	
5.13	Drilling (per page, non-standard)	.01	
5.14	Booklets	.15	

CATEGORY VI - MISCELLANEOUS SERVICES			
ITEM	DESCRIPTION	COST/PIECE	COMMENTS
6.1	Digital RIP Fee (per non-PDF or Std file)	N/C	
6.2	Digital RIP Fee (per PDF or Std file)	N/C	
6.3	Document Creation/Manipulation/Hr.	45.00	
6.4	Mounting (per Sq. Ft. non-laminate)	3.95	
6.5	Mounting (per Sq. Ft. laminated)	4.95	
6.6	General hand labor (per/hr.)	45.00	

CATEGORY VII - OVERSIZED BLACK & WHITE			
ITEM	DESCRIPTION	COST/PIECE	COMMENTS
7.1	20# Standard Bond 18 x 24"	.85	
7.2	Cardstock 18 x 24", White	1.25	
7.3	Colored cardstock 18 x 24"	1.25	
7.4	Cardstock 18 x 48"	2.50	
7.5	Colored cardstock 18 x 48"	2.50	
7.6	Engineering prints (per sq. ft.)	.38	

CATEGORY VIII - OVERSIZED COLOR PRINTS			
ITEM	DESCRIPTION	COST/PIECE	COMMENTS
8.1	Matte (full coverage) state size:	4.00(per Sq. Ft.)	
8.2	Semi-Gloss (full coverage) state size:	5.00 (per Sq. Ft.)	
8.3	Vinyl (full coverage) state size:	6.00 (per Sq. Ft.) Bid	

**NOTE: RETURN 8 COPIES OF PROPOSAL OFFER & SUPPORTING MATERIAL.
MARK OUTSIDE OF PROPOSAL ENVELOPE: SEALED RRFP FOR SPEC. NO. 05-007**

The undersigned signatory of the proposer represents and warrants that he has full and complete authority to submit this offer to Lancaster city/count of Lincoln, and to enter into a contract if this offer is accepted.

FedEx Kinko's Office and Print Services, Inc.
COMPANY NAME

Heather Clark
BY (Signature)

13155 Noel Road, Suite 1600
STREET ADDRESS OR P.O. BOX

Heather Clark
(PRINT Name)

Dallas, TX 75240
CITY, STATE ZIP CODE

Regional Vice President, Sales
(Title)

(214) 550-7000
TELEPHONE NO.

1/14/05
(Date)

(214) 550-7001
FAX NO.

77-0433330
**EMPLOYER FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Email: Heather.Clark@fedexkinkos.com